



City of Miami Gardens

REQUEST FOR QUALIFICATIONS

The City of Miami Gardens is requesting sealed proposals from qualified professional Architectural/Engineering Consultant(s) to provide services as required under a non-exclusive continuing services contract where the majority of work order fees will be between \$50,000 - \$200,000 in Miami Gardens, Florida. Failure to submit the required documentation may render the proposal non-responsive.

PROPOSAL SUBMISSION

Proposals will be received by sealed envelope in the Procurement Department, City of Miami Gardens. **Deliver by mail:** Procurement Department, 1515 N.W. 167th Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169. **Deliver by hand:** Procurement Department, 1515 NW 167th Street; Bldg. 7, Suite 440 until 2:00 P.M. on **Thursday January 10, 2013**, at which time they will be opened and read in the Council Chambers by the Procurement Manager. Bids received after this time will not be considered and no time extensions will be permitted. Please clearly mark bids:

“RFQ# 12-13-009 –CONTINUING ARCHITECTURAL/ENGINEERING SERVICES for Professional Fees \$50,000-\$200,000

Copies of this Proposal Document may be obtain by contacting DemandStar by Onvia at www.demandstar.com or call toll free 1-800-711-1712 and request Document #1213009 or may be found on the City's web site at www.miamigardens-fl.gov. The City is not responsible to Vendors who obtain specifications and plans from other sources other than DemandStar.com and are cautioned that the Proposal package may be incomplete. All addendums, tabulation, evaluation meeting notices and recommendation of award will be posted and disseminated by DemandStar.

FOR INFORMATION

For information on this Request for Qualifications, contact the Procurement Department, (305) 622-8000. Deadline for submittal of questions is **December 13, 2012 @ 3:00 p.m.**

ACCEPTANCE AND REJECTIONS

The City of Miami Gardens reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Bidder offering the greatest advantage to the City.

Please be advised that Pursuant to City Ordinance 2008-03-139 “Cone of Silence”, public notice is hereby given that a Cone of Silence is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the RFP until such time as the City Council or City Manager deliberates on the making of an award concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the “Cone of Silence



City of Miami Gardens

1515 N.W. 167th Street: Bldg. 5, Suite 200
Miami Gardens, Florida 33169

November 27, 2012

SUBJECT: Request for Qualifications (RFQ) for Continuing Architectural/Engineering Services

The City of Miami Gardens invites you to submit an original Proposal, clearly marked "original", five (5) bound copies and one (1) CD (total 7 proposals) in response to our Request for Qualifications. All submissions and inquiries must be addressed as outlined in the RFQ.

The proposals are to be submitted in a sealed envelope clearly marked Important, Proposal Enclosed bearing the name of the proposer, and the address as well as the title of the RFQ no later than 2:00 P.M. local time, Thursday, **January 10, 2013**. Address your proposal to Procurement Department, City of Miami Gardens, Deliver by mail: **Procurement Department, 1515 N.W. 167th Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169**. Deliver by hand: **Procurement Department, 1515 NW 167th Street; Bldg. 7, Suite 440**

The City's tentative schedule for this Request for Qualifications is as follows:

Deadline for Written Questions	December 13, 2012
Opening of Proposals:	January 10, 2013
Proposals Evaluations:	January 14-18, 2013
Oral Presentations:	February 4-6, 2013 if needed
Council Award:	March 13, 2013

The City reserves the right to delay or modify scheduled dates. The City will notify proposers of all changes in scheduled dates.

We look forward to your active participation in this solicitation.

Sincerely,

Pam Thompson

Pam Thompson, CPPO, FCPM, FCCN
Procurement Manager

CITY OF MIAMI GARDENS
Request for Qualifications
RFQ #12-13-009
January 10, 2013

1.0 PURPOSE

The City of Miami Gardens, Florida desires to retain professional consultant(s) to provide services as required under a non-exclusive services contract for architectural and engineering contractual services where the majority of work order fees will be between \$50,000-\$200,000. The City encourages the participation from small, minority firms.

Selection of consultants shall be in accordance with Florida Statute 287.055, "Consultants' Competitive Negotiation Act".

Interested consulting Firms or individuals shall be qualified pursuant to law. These selected consultants must be currently licensed to practice in the State of Florida, when required by law.

Projects may be funded in full or in part by Federal funds, State funds, County funds and or City funds.

2.0 BACKGROUND

The City of Miami Gardens was incorporated on May 13, 2003 as the third largest city in Miami-Dade County. The City currently has 500 employees which includes 191 police personnel. The City encompasses approximately 20 miles and has approximately 105,000 residents.

The City of Miami Gardens provides the normal range of governmental services including public safety/police, parks and recreation, road maintenance, planning, zoning and building, code enforcement and community development to its citizens. Fire Services are provided by Miami-Dade County.

The City anticipates the majority of work to be performed by Architect and Engineer for projects where the professional service fees are from \$50,000-\$200,000 with construction projects not exceeding \$2,000,000 unless the professional services for work of a specified nature as outlined in the Continuing Services Contract.

3.0 SCOPE OF SERVICES

The City shall select two or three firms for each category. Firms will not be limited to one discipline. Proposer shall designate which discipline(s) areas they are proposing for and submit with proposal. Each selected firm shall enter into a multi-year contract with the City. As each project is identified, the next firm on the rotation list(s) within the required discipline(s) will be requested to submit a proposal. The City and firm will negotiate project terms per Statute 287.055. A rotation list(s) shall ensure equitable distribution of services. A work order or similar document between the City and the selected firm will be issued for each project.

Should any project that is active on a work order extend past the contract termination date, that work order shall be active and extended as necessary until completion of such project.

While the majority of Engineering firms cannot furnish all the services requested, multi-disciplinary teaming may be required as applicable, all firms selected agree that they may be retained as a sub-consultant to another professional firm selected in this process.

The services required may include but not limited to:

PLANNING, GENERAL: Comprehensive Planning; Urban Planning; Transportation Planning; Community Redevelopment Planning; Demographics/Population Analysis and Research; Real Estate Research and Economic Analysis; Housing and Community Development Block Grants and Planning; Urban Design; Parks and Recreational Facilities Planning; Master Planning (stormwater, roadway, sidewalk).

CIVIL ENGINEERING, ENVIRONMENTAL to include studies and assessments; SURVEYING, GENERAL: Structural Engineering to include bridges; Stormwater Engineering to include culverts, open channels, drainage, pump stations, well injections; GIS; Environmental Evaluation; Brownfield Designation; Project Management; Aquatic Engineering services for both renovation and new construction; Transportation to include Road Design; Traffic Study; Bridge (e.g. pedestrian bridges, vehicular two way lane); Street Light Design; Geotechnical (sub-surface soil investigation, hydraulic conductivity, piles driving); Water and Sewer.

CONSTRUCTION ENGINEERING INSPECTIONS including LAP Projects; Construction Administration

ARCHITECTURAL, GENERAL: Landscape Planning and Design (right-of-way); Building Design and Construction; Interior Design; Façade Improvements; Space Projections & Programming; Site Planning; Project Management.

MECHANICAL, PLUMBING, ELECTRICAL ENGINEERING, GENERAL: HVAC Planning and Improvements; Electrical Improvements; Plumbing & Fire Protection Improvements

SURVEYING to include: Land Surveying including LIDAR; Plats; Property; Legal Descriptions

STRUCTURAL ENGINEERING, inclusive of Building Structural Design

GIS SERVICES, Data Collection, updating existing GIS system of the City's Infrastructure and Asset Inventory

SPECIFIC TASKS: Shall include:

- RENOVATION POLICE BUILDING: Provide an assessment of needs for future use; Provide a program package to include space projections, current and future equipment needs, furniture, etc. which shall include an assessment that integrates new technology and green technology that is in the horizon; Provide some conceptual designs, building renderings and a scaled model of selected design; and provide for future project phasing and other infrastructure needs to accommodate current and anticipated growth; provide design and construction management services;
- CITY FLEET FACILITY: Provide an assessment of need for current use and future use; Provide conceptual designs; Provide an assessment that integrates new technology and green technology that is in the horizon; provide site plans; provide design and construction management services;
- CITY PARKS: Provide construction documents from conceptual designs for 12 parks facilities including infrastructural improvements, incorporation of MiMo theme, canal overlooks and small recreational vessels ramps, recreational trails as stipulated in approved Parks Master Plan and Recreational Trails Master Plan; provide construction management services; provide the aforementioned services for a boat launching facility and park at the NE corner of the Snake Canal and US 441; Provide an assessment of needs for future use of Archdiocese property to include botanical gardens, senior center etc.

- **DEVELOPMENT CITY PROPERTY:** Provide an assessment of needs for future use, Provide conceptual designs; etc. for 16 acres located on NW 7th Avenue and Parkway Elementary School location.

4.0 ADDITIONAL SCOPE OF SERVICES

Preparation of 100% construction documents (drawings, specifications, construction cost estimates and project reports) for bidding; assist in permitting; bid phase which shall include but not be limited to review of and responding to RFIs and assisting the City with addendums; evaluation of bids as compared to the project budget and assist the City in recommendation of the successful bidder.

Construction/Project Management Services

Grant Funding and Applications

Attend meetings with City staff and presentations to City Council.

Provide plans developed in an AutoCAD version that is compatible with the City's current version, and six copies of a reproducible hard copy and diskette of plans in the requested format shall be provided to the City.

5.0 TASK ASSIGNMENT

The City will designate a Contract Administrator for each project, who shall be responsible for the project. The Contract Administrator will prepare a scope of services for each task assignment, upon which the next firm on the rotation list(s) in that category will submit a proposal. Each proposal will include:

- Consultant's relevant experience with the type of work
- Capability to meet the required schedule
- Experience and capability of the Principal and personnel who will be assigned to the project

Should any project that is active on a work order extend past the contract termination date, that work order shall be active and extended as necessary until completion of such project.

6.0 REQUIREMENTS OF CONSULTANT

Consultants interested in performing these services must exhibit considerable relevant experience with these types of work, and should emphasize both experience, capability to meet a required schedule, and capability of the particular Principal and personnel who will actually perform the work. Consultants should indicate any sub-consultants proposed to be utilized in work for the City.

Consultants shall invoice the City monthly for each phase of the project. Each invoice shall include the Purchase Order Number and identify the phase, detail the contract price, payments made to date, percentage of completion of the project, payment due this invoice, remaining balance due. Invoices shall itemize hours, hourly wage, or other unit(s) agreed upon as measurement of payment. They shall identify the name and title of personnel who worked on the project with all supporting documentation/deliverables attached. Payments may be withheld until all required documentation is received and approved by the City.

7.0 PROPOSAL DUE DATE

Sealed proposals shall include one original (clearly marked), one (1) CD and five (5) complete bound copies with all appropriate attachments to be received at Miami Gardens City Hall until 2:00 p.m., eastern standard time, Thursday, **January 10, 2013**.

Proposals should be addressed as follows for mail delivery:

Procurement Department
City of Miami Gardens
1515 N.W. 167th Street; Bldg. 5 Suite 200
Miami Gardens, Florida 33169

For Proposals hand delivered:

Procurement Department
City of Miami Gardens
1515 NW 167th Street; Bldg. 7 Suite 440
Miami Gardens, Florida 33169

Submitted envelopes should be clearly marked "IMPORTANT PROPOSAL, ENCLOSED – RFQ#12-13-009 CONTINUING ARCHITECTURAL/ENGINEERING SERVICES for Professional Fees \$50,000-\$200,000"

8.0 SUBMISSION OF PROPOSAL

Incurred Expenses:

The City is not responsible for any expenses which proposers may incur preparing and submitting proposals called for in the Request for Proposals.

Interviews:

The City reserves the right to conduct personal interviews or required presentations on all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc).

Proposal Acknowledge:

By submitting a proposal, the proposer certifies that the proposer has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

Request for Additional Information:

The proposer shall furnish such additional information as the City of Miami Gardens may reasonably require. This includes information which indicates financial resources as well as ability to provide the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Miami Gardens Police Department.

Acceptance/Rejection/Modification to Proposals:

The City reserves the right to reject any and all proposals, and to waive minor irregularities in the procedure.

Proposals Binding:

All proposals submitted shall be binding for one hundred fifty (150) calendar days following opening.

Proposal Withdrawal:

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide receipt for the proposal. Proposals, once opened, become the property of the City and will not be returned to the Proposers.

Proposal Disclosure:

Upon opening, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke in writing the exemptions to disclosure provided by law in the response to the RFQ by providing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

9.0 CONDITIONS OF PROPOSALS

- A. Late Proposals** – Proposals received by the City after time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of proposals.
- B. Completeness** – All information required by this RFQ must be supplied to constitute an acceptable proposal.

In the event a form(s) or portion(s) of the proposal are omitted from the proposal response, the City reserves the right to waive as a minor irregularity and request the Proposer to submit the omitted information. Failure of a Proposer to provide the omitted information to the City as communicated in writing to the Proposer after the RFQ closing date may result in the proposal being non-responsive and rejected.

- C. Public Opening** – All proposals will be publicly opened at the time and place specified. Proposals may be reviewed by any person thirty (30) days after the opening or recommendation of award which ever occurs sooner.
- D. Award Presentation** – The City Manager will present to City Council for acceptance and final award, one or more of the proposals, or reject all proposals, within one hundred and fifty (150) calendar days from the date of opening of proposals.
- E. Executive Summary** – Proposers will be required to provide at least eight (8) executive summary(s) for Council review. Summary will be requested after bid opening.
- F. Oral Presentations** – Proposers may be requested to provide oral presentations to staff and to City Council. Recommended company will be required to attend City Council meeting.

10.0 TERMS AND CONDITIONS OF CONTRACT

The contract to be entered into with the successful proposer(s) will include, but not be limited to, the following terms and conditions.

The proposer shall agree to indemnify and hold harmless and pay on behalf of the City, for any liability and/or legal costs arising out of any claims and litigation related to the services provided, including any actions that may arise from allegations regarding determination of appropriateness or inappropriateness of care or any acts, errors or omissions related to the service provided.

The contract shall be for three (3) years beginning after City Council award with the option to renew for one year or multi-year terms. Contract renewal shall be the City's prerogative; not a right of the consultant. This prerogative will be exercised only when such continuation is clearly in the best interest of the City

The City shall have the option of terminating the contract by giving the consultant ten (10) days written notice.

The continuing contract for professional services will utilize a multiplier and shall be applied to the negotiated direct labor rate as a factor which compensates the Consultant for fringe benefits, overhead, plus reasonable margin for contingencies, interest on invested capital, readiness to serve, and profit. This multiplier shall also include in full all internal direct expenses for the project which include, but are not limited to, for example: tri-county area travel, in-house duplicating, facsimile, telephone, check prints, postage and six (6) copies of plans and electronic copies as detailed in the contract.

A draft contract is attached to this proposal. The City anticipates that the final contract will be in substantial conformance with the attached draft. Staff will negotiate the final contract with the recommended proposers for Council award and approval.

11.0 REFERENCES

Please provide a list of five (5) clients/municipalities that have utilized the services being proposed to the City.

Include:	Name
	Address
	Contact
	Telephone & Facsimile Number
	E-mail address
	Date of Contract

Indicate at least three clients with whom the City may speak with during the evaluation phase. It is the responsibility of the proposer to ascertain that the contact person will be responsive.

12.0 PROCEDURE FOR REVIEW

A Committee has been established to review and evaluate all proposals submitted in response to this RFQ. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFQ.

The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFQ. Failure to comply with any mandatory requirements will disqualify a proposal.

The City Procurement Manager will notify all proposers whose proposals are within the competitive range. The competitive range is determined by the City, and will include all proposals with a reasonable chance of being selected for award, considering experience and other pertinent factors based upon evaluation criteria.

The City reserves the right to reject any and all proposals and to waive minor irregularities in the proposal. The City further reserves the right to seek new proposals when it is in the best interest of the City to do so.

13.0 EVALUATION OF PROPOSALS

Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth below.

- A.** Qualifications, Capabilities and Experience of Primary Firm & Personnel Assigned. (Max. 25 points)
- B.** Quality, depth & scope of response to proposal. (Max. 25 points) Include your general approach to the City's projects; willingness to meet time restraints, budget requirements and quality control

- C. Successful experience & background in similar services, including familiarity with local regulatory agency procedures & requirements. (Max. 15 points)
- D. Understanding of Scope of Work, approach and methods & technical compliance with City Contract. (Max. 20 points)
- E. Firm(s) with a office located in the City of Miami Gardens for at least one year prior to this RFQ issue date; (Max. 10 points) – Copy of Business Tax License required.
- F. Firm(s) who've contributed to local school per City Ordinance 2008-20-156 (Max. 5 points) Copy of commitment letter from principal is required.

14.0 ADDITIONAL INFORMATION/CLARIFICATIONS

Information provided by the City is to facilitate proposals. Effort was made to provide necessary and accurate information when this request was prepared, but the City is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of proposers to assure that they have all information necessary for submission of their proposals.

Any questions relative to interpretation of specifications or if more information is needed, please contact the City Procurement Manager, in writing on or before **December 13, 2012**, and fax to: (305) 474-1285, e-mail: pthompson@miamigardens-fl.gov.

15.0 INFORMATION REQUIRED OF PROPOSER

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified.

- A. Proposal Format:
Proposers shall prepare their proposal using the following format and should include but not limited to the following:

Submittal to be indexed with each of the headings. Failure to submit in the following order may result in the RFQ being rejected for non-conformance.
- B. Title Page: (1st page in proposal BEFORE INDEX)
Name of Proposer's company/corporation, address, telephone number, facsimile number, e-mail address, name of person which will handle City's account, date, and the subject RFQ#12-13-009 –CONTINUING ARCHITECTURAL/ENGINEERING SERVICES
- C. Letter of Transmittal:
Limit to one or two pages. Briefly state the Proposer's positive commitment and understanding of the work to be performed. Letter must be signed by an authorized agent of the firm and indicate the agent's title or authority.

Firm identified on the Letter of Transmittal will be considered the primary firm. If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. The City will not consider submittals that identify a joint partnership to be formed.

List all sub-consultants, discipline(s), authorized agent, address, phone, fax and e-mail address.
- D. General Information:

State if business is local, national, or international and indicate the business legal status (corporation, partnership etc.).

Give the date business was organized and/or incorporated, and place of incorporation.

A summary of the institution's financial resources (including the latest year audited financial statements and holding company).

A statement of direct labor, fringe benefits and general overhead for year ending 2011 certified by firm's Certified Public Accountant.

Give the location of the office which will handle the City's account and the number of professional staff personnel at the office.

State if the business is licensed, permitted and/or certified to do business in the State of Florida, attach copies of all such licenses issued to the business entity.

Licenses of all sub-consultants shall be submitted.

E. Specific Information

Budget: Detail methods or processes that your firm utilizes to assure design and fees meet the City's budget requirements.

Quality Control: Detail your quality control process to be implemented to ensure that quality work products can be delivered in a timely manner.

Methodology regarding project budgets and schedules, and the ability to meet both with a minimum number of change orders.

G. Firm Qualifications

Details on the qualifications of the firm submitting the signed letter of transmittal (primary firm). Proposers shall provide a description of the firm, including size, range of activities, strength, stability, experience, honors, awards, recognitions, etc. Particular emphasis should be given as to how the firm's experience and expertise will be directly beneficial to the City for the work related to the discipline category as proposed on.

Firm shall demonstrate their experience in the discipline proposed on as performed by their firm.

Enclose Firm's qualifications/references for use of similar work. Similar work is to include projects that are within the anticipated fee ranges identified for each discipline category.

Client list showing experience with public agencies. Client list shall be for services provided for discipline and anticipated fee range for the last five years.

H. Resumes of individual(s) who will perform the work; to include experience in similar work. Clearly detail work specific to each discipline; past projects the primary firm has completed with the identified firm to show a working relationship exist.

I. Project Team Organizational Chart

Submit an outline of the elements and organization structure of the team established to manage the project(s).

Chart/Outline shall identify:

- Names of all individuals identified above
- Name of firm each individual is employed by
- Title/responsibility assigned to each individual per project

Any supplemental materials which might enhance the City's understanding of the Consultant and its capabilities and experience.

NOTE: "Project Manager" is understood to be the Consultant's liaison with the City

J. References

K. Proposer shall submit qualification information for each and every firm/staff member(s) that will be included as part of the primary firm's proposal. Details shall include: resumes of personnel who will work on City projects; name of firm; role of firm; discipline; etc.

L. Insurance Requirements

Proposer's must submit with their proposal, proof of insurance meeting or exceeding the following requirements.

- Workers' Compensation Insurance – as required by law and Employer's Liability Insurance - \$100,000
- Fidelity/dishonesty coverage - \$500,000 per occurrence
- Professional Liability (Errors and Omissions) Insurance – 1) \$1,000,000 per occurrence, or dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required) for any deductible greater than \$25,000.00. 2) a Claims made policy must have an extended reporting period of two years or policy must be an occurrence basis. 3) For a Deductible Plan or Self-Insured Retention Program an Irrevocable Letter of Credit or performance Bond for amount of SIR is required.
- General Liability Insurance - \$1,000,000 Combined single limit for bodily injury and property damage
- Automobile Liability Insurance – for owned vehicles, non-owned vehicles & hire vehicles – Minimum \$100,000 Combined single limit or splits limits of 25/50/50

The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum rating in accordance with the latest edition of A.M. Best's Insurance Guide: B+ or better.

Consultant shall require all of its sub-consultants to provide the aforementioned coverage as well as any other coverage that the consultant may consider necessary, and any deficiency in the coverage or policy limits of said sub-consultants will be the sole responsibility of the consultant.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the City of Miami Gardens as additional insured with a 30 day notice of intent to terminate or cancel.

M. Proposer's Certification Form, Insurance Certifications, Drug Free Workplace Affidavit, W-9 form and Questionnaire, Good Faith Affidavit

16.0 RIGHTS TO AUDIT

The Contractor may be subject to audit by federal, state and local agencies pursuant to this contract. The Contractor shall maintain adequate records to justify all charges, expenses and cost incurred in performing the services hereunder for at least three (3) years from the date of final payment. The City shall have access to such books, records, and documents for the purpose of inspection or audit during normal business hours at a place convenient and agreeable to the Contractor and the City.

17.0 PURCHASING CARD PROGRAM

The City has implemented a purchasing card program through Bank of America, using the VISA network. Contractors with purchasing card capability will receive payment from the VISA purchasing card in the same manner as other Visa purchases. Accordingly, respondents with present purchasing card capability shall have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the agreement term. The City can only accept VISA, however, the purchasing card is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Proposal Form.

18.0 CODE OF ETHICS

As provided in Article 9 Ethics in Public Contracting of the City of Miami Gardens Ordinance No. 2005-10-28 and Ordinance 2008-03-139 "Cone of Silence", from the time of advertising until the City Council deliberates on the making of an award, there is a prohibition on communication with the City Manager and his staff and Mayor and City Council. The ordinance does not apply to oral communications at pre-bid/proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City employee, official or member of the City Council unless specifically prohibited by the applicable RFP, RFQ or bid documents. A copy of all written communications must be filed with the City Clerk.

19.0 ANTI-DISCRIMINATION

The Proposer certifies compliance with the non-discrimination in compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

20.0 TAXES

The City of Miami Gardens is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

21.0 APPLICABLE LAW AND VENUE

The law of the State of Florida shall govern the contract between the City of Miami Gardens and the successful Proposer and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

22.0 NON-COLLUSION

By submitting this proposal, Proposer certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Proposal list(s).

23.0 PROHIBITION OF INTEREST

No contract will be awarded to a Proposing firm who has City elected officials, officers or employees affiliated with it, unless the Proposing firm has fully complied with current Florida State Statutes and City Charter relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and may result in removal from the vendor Proposal list(s).

24.0 FLORIDA PUBLIC RECORDS ACT

All material submitted regarding this proposal becomes the property of the City. Proposals may be reviewed by any person ten (10) days after the public opening. Proposers should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this Proposal and/or any resulting contract from same. Disqualification of a proposer does not eliminate this right.

25.0 DISPUTES

Any actual or prospective Bidder, Proposer, Offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 2007-25-131 in order to resolve disputed matters or complaints.

The Procurement Manager shall post a tabulation of the Bid results with intended award recommendations. Posting shall be in the front office of City Hall or on the City's web site for public viewing.

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest with the City Clerk and mailed by the protester to all responders to the bid proposal within seventy-two hours (72) hours of the City's recommendation for award or the City's actual award whichever comes first. The written protest shall state all the particular grounds on which it is based, shall include all pertinent documents and evidence. The protest letter to the City Clerk shall include proof of mailing/receipt to other responders to the bid and shall be accompanied by a cashier's check in the amount of \$500.00 representing the filing fee, plus a cost bond in the amount of \$2,500.00 to reimburse the City for all administrative costs associated with the appeal process. The \$2,500.00 bond shall be returned to the Protester if the Protester prevails in the hearing before the hearing examiner/special master. If the Protester does not prevail the City shall keep the bond. Any grounds not stated shall be deemed waived.

Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, the City Manager shall select a hearing examiner or special master, who shall be a member of the Florida Bar, who shall hold a hearing and submit written findings and

recommendations within fifteen (15) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the City's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the City Clerk.

The hearing examiner's findings and recommendations shall be final. Appeals of a decision by the hearing examiner shall be to the Miami-Dade County Circuit Court. The prevailing party in the appeal may be entitled to recover any and all attorneys' fees and costs incurred in the appeal.

26.0 MINORITY BUSINESS ENTERPRISES:

The City of Miami Gardens encourages Minority Business Enterprises to participate in this solicitation.

Ordinance 2011-01-243, establishes a program enabling the City to collect relevant data to determine if MBEs that are eligible and qualified to perform services on behalf of the City, are being given the opportunity to provide these services.

The City of Miami Gardens encourages prime contractor, if subcontractors are to be let, when economically feasible, to take affirmative steps to assure that Minority Businesses are used when possible. Affirmative steps shall include:

- Placing qualified minority businesses on solicitation lists;
- Assuring that minority businesses are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by minority, women's businesses;
- Establishing delivery schedules, where the requirement permits, which encourage participation minority businesses;
- Using the services and assistance of the Minority Business Development Agency of the Department of Commerce.

Name of Firm _____

Date _____

Proposed Discipline(s)

On each discipline state Firm(s) and individual who will handle City's account

Architect _____

Landscape Architect _____

Civil Engineer _____

Construction Engineer _____

Planning _____

Electrical Engineer _____

Mechanical Engineer _____

Structural Engineer _____

Traffic & Transportation Engineer _____

Surveying Services _____

Planning _____

GIS _____

Other – please list _____

Signature _____

Phone _____ Fax _____

E-Mail _____

CITY OF MIAMI GARDENS
NONEXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

DRAFT

THIS AGREEMENT is made and entered into this ____ day of _____, 2013 by and between the City of Miami Gardens, a Florida municipal corporation, (hereinafter referred to as "City"), and _____, authorized to do business in the State of Florida, (hereinafter referred to as "Consultant") and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the City desires to hire the Consultant on a nonexclusive basis to provide continuing architectural/engineering services (Services) as expressed in the City's Request for Qualifications No. 12-13-008, which was posted on _____ and to which Consultant responded a copy of which is also incorporated herein by reference and as more particularly described below; and

WHEREAS, the Consultant has expressed the capability and desire to perform the Services described in Exhibit "1" attached hereto and incorporated herein by reference, as described in the City's Request for Qualifications and Consultant's response thereto; and

WHEREAS, the City's Request for Qualifications No. 12-13-009 was undertaken in accordance with Section 287.055, Florida Statutes, Florida's Consultant Competitive Negotiation Act and the parties hereto have complied with all the requirements therein.

WHEREAS, the Consultant and City desire to enter into the foregoing Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions, the Parties agree as follows:

ARTICLE 1

1.1 The above Recitals are incorporated herein by reference. The following documents are incorporated and made part of this Agreement:

- ☐ Specifications prepared by the City in its Request for Qualifications No. 12-13-009 (Exhibit 1).
- Proposal for the City prepared by the Consultant dated _____ (Exhibit 2).
- The above Recitals are incorporated herein by reference

1.2 All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- ☐ Specific direction from the City Manager (or designee).
- ☐ This Agreement and any attachments.
- ☐ Exhibit 1
- ☐ Exhibit 2

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 General

2.1.1 The Consultant agrees, upon issuance of a written work authorization, to perform for the benefit of the City part or all of the Services set forth and described in this Agreement and as provided for in Sections 2 through 5 and the Documents including, but not limited to: Architectural Design, Master Planning and Programming, Structural Design HVAC and Fire Protection Design, Interior Design and Space Planning, Landscape Architecture, Infrastructure, Traffic, Environmental, Civil Engineering Services, Surveying, Roadway Improvements and etc., on various projects within the City. Consultant shall perform the Services in accordance with standard industry practice. The Consultant shall guard against defects in its work or its consultants or sub-consultants work.

2.2 Preliminary Services

2.2.1 The Consultant shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies and evaluation of existing facilities; preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the City as may be necessary for the City to reach decisions concerning the subject matter. The Consultant shall attend meetings with the City Council and City staff as may be required. Provide the City with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

During this phase, the Consultant shall advise the City, based on Consultant's professional opinion and the current project conditions and reasonably foreseeable conditions, of the completeness of existing data and its suitability for the intended purposes of the project; Consultant to obtain data from other sources; identify and

analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the City's needs for surveys, site evaluations and comparative studies of prospective sites and solutions; and prepare and furnish not more than six (6) copies of a report setting forth the Consultant's findings and recommendations.

- 2.2.2 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.
- 2.2.3 Preliminary design services to be performed by the Consultant shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the City, the exact number needed shall be determined by the City.
- 2.2.4 Consultant shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project and/or

Upon authorization of the City, the Consultant will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the City in matters relating to regulatory agency operations review or operating permit noncompliance; assist with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

2.3 Basic Services

- 2.3.1 The Consultant shall, consult and advise the City in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work, and prepare contract documents and a final estimate of Probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to (6) copies of plans and specifications to the City; the exact number needed shall be determined by the City.

Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include, but not be limited to site plan approvals, or other permits and work efforts and shall also consist of meeting at the staff level and meetings with the appropriate governing body and the City. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits or landfill permits.

- 2.3.2 The Consultant, based upon the approved Design Documents and any adjustments authorized by the City in each Project, project schedule or construction budget, shall prepare, for approval by the City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of each Project's civil engineering, environmental, landscape, architectural, structural, mechanical and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The Consultant shall also advise the City of any adjustments to the preliminary estimate of probable Construction Costs.
- 2.3.3 The Consultant, based upon City approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget, shall prepare Construction Documents within the number of calendar days specified within any notice issued by the City. The Construction Documents shall consist of Drawings and Specifications setting forth in detail the requirements for the construction of each Project.
- 2.3.4 The Consultant shall assist the City in the preparation of the necessary proposal information and forms.
- 2.3.5 The Consultant shall advise the City of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements or general market conditions.
- 2.3.6 The Consultant shall submit to the City, for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.
- 2.3.7 Consultant shall include in the Construction Documents a requirement that the Construction Contractor shall provide a final as-built survey of the Project in Auto Cad electronic format by a Registered Land Surveyor, and provide marked up construction drawings to Consultant so that the Consultant can prepare and deliver to the City the record drawings in the form required by the City and as required.

- 2.3.8 Prior to final approval of the Construction Documents by the City, the Consultant shall conduct a thorough review and quality control evaluation of the entire Work Product to ensure compliance with requirements of any local, state or federal agency from which a permit or other approval is required. The Consultant shall insure that all necessary approvals have taken place.
- 2.3.9 Prior to each phased submittal, the Consultant shall conduct a thorough quality control review and assessment of the Work Product to ensure that all work is properly coordinated and that the City and agency comments have been addressed and incorporated into the Contract Documents. The Consultant shall provide to the City a Quality Assurance and Quality Control Plan in a format that will assure the City that all work has been performed as required per ISO 9000 standards. A monthly report shall be submitted in accordance with those standards to apprise the City that due care has been taken in the preparation of the Contract Documents to ensure the highest level of quality.
- 2.3.10 The Consultant shall signify responsibility for the Construction Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Chapters 471 and 481, Florida Statutes, if applicable. The Consultant shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in the preparation of the work.
- 2.3.11 The Consultant shall guarantee the construction documents, technical specifications and drawings are completed to the City's satisfaction in the time frame agreed upon at the onset of the project. If the Consultant does not adhere to the agreed upon time schedule, the Consultant agrees to compensate the City for any additional costs incurred by the City or for any loss of funding which may result in delay of the project.
- 2.4 The Consultant, following the City's approval of the Construction Documents and of the latest estimate of Probable Construction Cost, shall, when so directed and authorized by the City, assist the City in obtaining Proposals or negotiated proposals and assist in awarding and preparing contracts for construction.
- 2.4.1 The Consultant shall review and analyze the proposals received by the City, and shall make a recommendation for any award based on the City's Procurement Ordinance.
- 2.4.2 Should the lowest responsible, responsive bid, as recommended by Consultant, exceed the Estimated Total Construction Cost of the Final Design Plan by less than 25% for small projects (equal to or less than \$1 million) or 10% for large projects (more than \$1 million), Consultant, at no additional cost to the City, shall meet with the City's representatives to identify ways to reduce costs to bring the Project cost to within the Final Estimated Probable Total Construction Cost of the

Final Design Plan, and if after meeting with the City, the City determines that they cannot identify ways to reduce costs, Consultant will be required to redesign portions of the Project, within 3 months following direction from the City, to bring the cost of the Project within the Final Estimated Probable Total Construction Cost of the Final Design Plan, at no additional expense to the City. If the Project is not advertised for Proposals within 3 months after delivery of Final Design Plans, through no fault of Consultant or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the City's representative and as approved by the City if necessary. If the City expands a Project scope of work after the Consultant renders the Final Estimated Probable Construction Cost of the Final Design Plans, the Consultant shall not be responsible for any redesign without compensation, which shall be mutually agreed to by the parties hereto.

Should the lowest, responsible, responsive bid, as recommended by Consultant, be less than the Estimated Total Construction Cost of the Final Design Plan by more than 25% for small projects (equal to or less than \$1 million) or 10% for large projects (more than \$1 million), and if Consultant's compensation was a percentage of the estimated construction cost, then Consultant's services shall be adjusted to one half of the difference between the Consultant's estimated cost and the lowest responsible responsive bid.

- 2.4.3 The Consultant shall provide the City with a list of recommended, prospective bidders.
- 2.4.4 The Consultant shall attend all pre-proposal conferences.
- 2.4.5 The Consultant shall recommend any addenda, through the City's representative, as appropriate to clarify, correct, or change Proposal Documents.
- 2.4.6 If Pre-Qualification of Bidders is required as set forth in the Request for Proposal, Consultant shall assist the City, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the Bidders.
- 2.4.7 If requested, Consultant shall evaluate proposals and Bidders, and make recommendations regarding any award by the City.
- 2.5 The City shall make decisions on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the Consultant. The Consultant shall check and approve samples, schedules, shop drawings and other submissions for conformance with the concept of the Project, and for compliance with the information given by the Construction Documents. The Consultant shall also prepare Change Orders, assemble

written guarantees required of the Contractor, and approve progress payments to the Contractor based on each Project Schedule of Values and the percentage of Work completed.

- 2.5.1 The City shall maintain a record of all change orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful and necessary for its purpose. Among those shall be change orders, which are identified as architectural/engineering errors or omissions. An error determined to be caused solely by the Consultant and the costs of which would not otherwise have been a necessary expense to the City for the project shall be considered for purposes of this agreement to be an additional cost to the City, which would not be incurred without the error or omission.

If the Consultant is not the Construction Manager for the construction, the City shall notify the Consultant within 3 days of the discovery of any architectural/engineering error or omission so that the Consultant can be part of the negotiations resolving the claim between the City and the Contractor. So long as the total additional cost of construction for all errors caused solely by the Consultant remain less than Five Percent (5%) of the total construction cost of the project, the City shall not look to the Consultant and/or its insurer for reimbursement for additional costs caused by errors and omissions. However, the Consultant shall be required to provide, at no cost to the City, services including redesign if necessary to resolve the error or omission. Should the sum of the additional construction costs for errors in total exceed Five Percent (5%) of the total construction cost, the City shall be entitled to recover the full and total additional cost to the City as a result of Consultant errors and omissions from the Consultant. To obtain such recovery, the City shall deduct from the Consultant's fee a sufficient amount to recover all such additional cost to the City up to the amount of the Consultant's insurance deductible. Should additional costs incurred by the City exceed the Consultant's insurance deductible, the City shall look to the Consultant and the Consultant's insurer for the remaining amount of additional construction costs incurred by the City. The recovery of additional costs to the City under this paragraph shall not limit or preclude recovery for other separate and/or additional damages, which the City may otherwise incur.

The City of Miami Gardens reserves the right to act as Project Manager.

- 2.6 The Consultant shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation. The purpose of such review and examination will be to protect the City from an unbalanced Schedule of Values which allocates greater value to certain elements of each Project than is indicated by industry standards, supporting documentation, or data. If the Schedule of Values is not found to be appropriate, it shall be returned to the Contractor for revision or supporting

documentation. After making such examination, when the Schedule of Values is found to be appropriate, the Consultant shall sign the Schedule of Values indicating informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract price to the Contractor.

- 2.7 The Consultant shall perform on-site construction observation of each Project based on the Construction Documents in accordance with Paragraph 2.12 of this Agreement. The Consultant's observation shall determine the progress and quality of the work, and whether the work is proceeding in accordance with the Construction Documents. The Consultant will provide the City with a written report of each site visit in order to inform the City of the progress of the Work. The Consultant shall endeavor to guard the City against defects and deficiencies in the work of Contractors, and make written recommendation to the City where the Work fails to conform to the Construction Documents. Based on such observation and the Contractor's Application for Payment, the Consultant shall determine the amount due to the Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the City, based on such observations and the data comprising the Application for Payment, that the work has progressed to the point indicated. By issuing a Certificate for Payment, the Consultant will also represent to the City that, to the best of its information and belief, based on what its observations have revealed, the work is in accordance with the Construction Documents. The Consultant shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final Payment.
- 2.8 The Consultant shall revise the Construction Drawings and submit record or corrected drawings to the City to show those changes made during the construction process, based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF Files and Auto Cad files in a form compatible with the City's version of Auto Cad formats for archival purposes.
- 2.9 The Consultant shall attend regularly scheduled progress meetings on site by-monthly or as otherwise determined based on a specific need established prior to construction by the City.
- 2.10 The Consultant shall prepare construction Change Orders for the City's approval. Consultant shall not authorize any changes in the work or time, no matter how minor, without prior written approval of City.
- 2.11 Each project's construction or demolition shall be considered complete upon compilation of a punch list by Consultant, written notification to Contractor by Consultant that all releases of liens are satisfied and written recommendation by Consultant for final payment to the Contractor, which shall be at the sole decision of the City.

2.12 Resident Project Services. During the construction progress of any work the Consultant will, if authorized by the City, provide resident project observation services to be performed by one or more authorized employees (“Resident Project Representative”) of the Consultant. Resident project representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to provide protection for the City against defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include, but is not limited to, the following:

- ☐ Conducting all preconstruction conferences;
- ☐ Conducting all necessary construction progress meetings;
- ☐ Observation of the work in progress, to the extent authorized by the City;
- ☐ Receipt, review coordination and disbursement of shop drawings and other submittals;
- ☐ Maintenance and preparation of progress reports;
- ☐ Field observation and approval of materials for conformance to the specifications;
- ☐ Field observation and verification of quantities of equipment and materials installed;
- ☐ Verification of contractors’ and subcontractors’ payrolls and records for compliance with applicable contract requirements;
- ☐ Maintenance at each Project site, on a current basis, of all drawings, specifications, contracts, samples, permits, and other Project related documents, and at the completion of each Project, deliver all such records to the City;
- ☐ Preparation, update and distribution of a Project Budget with each Project Schedule;
- ☐ Notification to the City immediately if it appears that either each Project Schedule or each Project Budget will not be met;
- ☐ Scheduling and conducting monthly progress meetings, at which City, Engineer, General Contractor, Trade Contractor, Utilities Representative, Suppliers, can jointly discuss such matters as procedures, progress, problems and scheduling;
- ☐ Recommending courses of action, and enforcing courses selected by the City, if so directed by the City, if the General and/or Trade contractors are not meeting the requirements of the plans, specifications, and construction contract;

- ☐ Development and implementation of a system for the preparation, review, and processing of Change Orders;
- ☐ Maintenance of a daily log of each Project;
- ☐ Recording the progress of each Project, and submission of written monthly progress reports to the City, including information on the Contractors' Work, and the percentage of completion;
- ☐ Determination of substantial and final completion of work and preparation of a list of incomplete or unsatisfactory items and a schedule for their completion;
- ☐ Securing and transmitting to the City required guarantees, affidavits, releases, key manuals, record drawings, and maintenance stocks; and

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the Consultant or the City in connection with the Work. The Resident Project Representative shall be a person acceptable to the City, and the City shall have the right to employ personnel to observe the work in progress, provided, however, that such personnel as are employed by the City and such personnel will be responsible directly to the City in the performance of work that would otherwise be assumed and performed by the Consultant.

ARTICLE 3

ADDITIONAL SERVICES

- 3.1 When authorized pursuant to a written Work Authorization, the Consultant shall furnish the following additional services:
- ☐ Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
 - ☐ Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the City.
 - ☐ Services resulting from significant changes in the general scope, extent or character of any particular project or its design including, but not limited to, changes in size, complexity, the City's schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such

studies, reports or documents, or are due to any other causes beyond the Consultant's control.

- ☐ Providing renderings or models for the City's use.
- ☐ Preparing documents for alternate Proposals requested by the City for work that is not executed or documents for out-of-sequence work.
- ☐ Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the City in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the City.
- ☐ Assistance in connection with Proposal/proposal protests, re-bidding or renegotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the City to be caused by the Consultant (e.g., defective plans and/or specifications which inhibit contractors from submitting Proposals), in which event there shall be no additional cost for the provision of such services.
- ☐ Preparing to serve or serving as a Consultant or witness for the City in any litigation, arbitration or other legal or administrative proceeding.
- ☐ Additional services in connection with a project not otherwise provided for in this Agreement.
- ☐ Services in connection with a work directive change or change order requested by the City.
- ☒ Providing artwork, models, or renderings as requested by the City.

3.2 When required by the Construction Contract Documents in circumstances beyond the Consultant's control, and upon the City's authorization, it will furnish the following additional services:

- ☐ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.

- ☐ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the Consultant.
- ☐ Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or negligent work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any Contractor; provided, however, if a fire occurs as a direct result of errors or omissions in the design by the Consultant or if the Consultant negligently fails to notify the Contractor of the status of their workmanship pursuant to Consultant's duties as described in the Contract Documents, the Consultant's additional construction services related to the remedy shall be deemed part of Basic Services and compensated as such.
- ☐ Services in connection with any partial utilization of any part of a project by City prior to Substantial Completion.
- ☐ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract Award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ☐ Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the Consultant, in which case such services shall be deemed Basic Services. Except when caused by a design error by the Consultant, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

ARTICLE 4

CITY'S RESPONSIBILITIES

- 4.1 The City shall do the following in a timely manner so as not to delay the services of the Consultant:
 - 4.1.1 Designate in writing a person to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to the Consultant's services for a particular project.
 - 4.1.2 Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and

performance requirements, flexibility and expandability, and any budgetary limitations.

- 4.1.3 Assist the Consultant by placing at the Consultant's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 4.1.4 Furnish to the Consultant, if required for performance of the Consultant's services (except where otherwise furnished by the Consultant as Additional Services), the following:
 - 4.1.4.1 Data prepared by, or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
 - 4.1.4.2 Appropriate professional interpretations of all of the foregoing;
 - 4.1.4.3 Environmental assessment and impact statements;
 - 4.1.4.4 Property, boundary, easement, right-of-way, topographic and utility surveys;
 - 4.1.4.5 Property descriptions;
 - 4.1.4.6 Zoning, deed and other land use restrictions;
 - 4.1.4.7 Approvals and permits required in the City's jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the Consultant; and
 - 4.1.4.8 Arrange for access to and make all provisions for the Consultant to enter upon the City's property as required for the Consultant to perform services under this Agreement.

ARTICLE 5

SEQUENCE OF SERVICES AND TIME FOR PERFORMANCE

- 5.1 This Agreement shall commence upon the execution by both parties and shall continue for an initial period of three (3) years, unless terminated sooner as provided for in this Agreement. The Consultant understands and acknowledges that the Services to be performed during the three (3) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the Consultant.

- 5.2 Parties agree and understand that this Agreement shall be renewable after the expiration of the initial three (3) year period with terms and conditions to be agreed upon by City and Consultant.
- 5.3 Following receipt of any written work authorization the Consultant shall submit to the City, at least five (5) days prior to actually commencing services, a schedule of services and expenses for approval by the City before any services commence. The City reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

Work authorizations will be issued to the Consultant in the order in which the City wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the City. Minor adjustments to the timetable for completion approved by City in advance, in writing, shall not constitute non-performance by Consultant pursuant to this Agreement.

- 5.4 When the City issues work authorizations to the Consultant, each authorization will contain a stated completion schedule. Failure of the Consultant to meet the stated schedule will constitute a default, for which payment for services may be withheld until default is cured. Time extensions will be reviewed, upon request, for extenuating circumstances.

It is anticipated and intended that the Consultant will be authorized to begin new work authorizations on a “rolling” basis, as some already assigned work authorizations near timely completion. If a subsequent work authorization is issued to the Consultant before it has completed the current work authorization, the completion date for each work authorization will remain independent of each other, so that the Consultant will prioritize the uncompleted work authorization from the first work authorization and finish them as soon as practical. Failure to complete these “older” work authorizations in a timely manner may adversely impact upon continued early authorization to start a subsequent work.

- 5.5 When the Consultant has exceeded the stated completion date, including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) calendar days of the date that the default became active with a requirement of seven (7) days to cure said default, to the Consultant and payment for services rendered shall be withheld until such time that the City has determined that default has been cured.
- 5.6 Should the Consultant exceed the assigned completion time, the City reserves the right not to issue to the Consultant any further work authorizations until such time as there is no longer in a Default and the Consultant has demonstrated, to the City’s satisfaction, that the reasons for tardy completion have been addressed and are not likely to be repeated in subsequent work authorizations. This restricted issuance provision may result in the Consultant not being issued all of the planned work the City anticipated in this

Agreement. The Consultant shall have no right to the balance of any work, nor to any compensation associated with these non-issued work authorizations, due to the Consultant being in Default.

- 5.7 Should the Consultant remain in Default for a time period of fifteen (15) consecutive calendar days beyond the time frame provided in article 5.5, the City may, at its option, retain another Consultant to perform any Work arising out of this Agreement and/or terminate this Agreement.

ARTICLE 6

DELAY IN PERFORMANCE/SUSPENSION OR ABANDONMENT

- 6.1 City shall be entitled to withhold progress payments to Consultant for services rendered until completion of services to the City's satisfaction.
- 6.2 A delay due to an Act of God, fire, lockout, strike or labor dispute, manufacturing delay, riot or civil commotion, act of public enemy or other cause beyond the control of Consultant, or by interruption of or delay in transportation, labor trouble from whatever cause arising and whether or not the demands of the employees involved are reasonable and with City's power to concede, partial or complete suspension of City's operations, compliance with any order or request of any governmental officer, department, agency, or committee shall not subject City to any liability to Consultant. At the City's option, the period specified for performance of services shall be extended by the period of delay occasioned by any such circumstance, and services omitted shall be made or performed during such extension, or the services so omitted shall extend this Agreement for a period equal to such delay. During this period such delay shall not constitute a delay by the Consultant.
- 6.3 If a project is suspended for the convenience of the City for more than six months, or abandoned in whole or in part for the convenience of the City under any phase, the City will give written notice to the Consultant of such project abandonment or suspension. The Consultant will be compensated only for work completed prior to abandonment or suspension. The City will not be liable for overhead, or any other cost direct or indirect, that the Consultant may incur outside of any direct costs associated with a project. If a project is resumed after having been suspended for an excess of six months, the Consultant's further compensation may be renegotiated, but the City shall have no obligation to complete the project.

ARTICLE 7

COMPENSATION AND METHOD OF PAYMENT

- 7.1 City agrees to compensate Consultant for the services performed (whether based upon a negotiated lump sum based on percentage of construction, hourly with a cap or some other agreed to format) pursuant to the provisions of this Agreement, and based on the

hourly rates and/or percentages as set forth and identified on **Exhibit “A”**, attached hereto.

- 7.2 The Consultant shall submit to the City for approval, prior to actual performance, the anticipated number of hours to be expended and the personnel to be assigned to each Project. If the services are performed in accordance with the City’s approved expenditure of hours and utilization of personnel, the Consultant shall be entitled to invoice for work authorizations as they are completed. The Consultant shall submit an original invoice and one copy to the City. This will be considered the official request for payment. The invoices shall include the following information:

Invoice number for each work order and date;

Purchase Order Number;

Amount previously billed;

Purchase Order balance unbilled;

Amount due this invoice.

- 7.3 Consultant agrees that, with respect to any subconsultant or subcontractor to be utilized by Consultant on any particular work authorization, Consultant shall be limited to a maximum markup of one point five percent (1.5%) on the subcontractor or subconsultant’s fees. The limitations on a reimbursable expenses for subcontractors or subconsultants shall be same as those approved for the consultant without mark-up.
- 7.4 The City shall pay Consultant within thirty (30) days of receipt of any invoice the total shown to be due on such invoice, provided the City has accepted the Consultant’s performance.

ARTICLE 8

OWNERSHIP OF DOCUMENTS

- 8.1 All documents, design plans and specifications resulting from the professional services rendered by the Consultant under this Agreement shall be deemed the sole property of the City, and the City shall have all rights incident to the sole ownership. Consultant agrees that all documents maintained and generated pursuant to this contractual relationship between City and Consultant shall be subject to all provisions of Chapter 119.01 et. seq. Florida Statutes.
- 8.2 The Consultant shall agree to indemnify and hold harmless the City, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant.

ARTICLE 9

COURT APPEARANCE, CONFERENCES AND HEARINGS

- 9.1 This Agreement shall obligate the Consultant to prepare for and appear in litigation or any other proceeding on behalf of the City for any dispute arising out of this Agreement. Except for litigation caused by errors or omissions of the Consultant, Consultant shall be compensated for such litigation support services at its prevailing rates for such services.
- 9.2 The Consultant shall confer with the City during the performance of the Services regarding the interpretation of this Agreement, the correction of errors and omissions, the preparation of any necessary revisions to correct errors and omissions or the clarification of service requirements, all without compensation.

ARTICLE 10

REPRESENTATIONS

- 10.1 The Consultant shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be done in a professional manner.
- 10.2 The Consultant represents, with full knowledge that the City is relying upon these representations when entering into this Agreement with the Consultant, that the Consultant has the professional expertise, experience and manpower to perform the services as described in this Agreement.
- 10.3 The Consultant shall be responsible for technically deficient designs, reports or studies due to Consultant's errors and omissions, for four years after the date of final acceptance of the Services by the City or as provided under Florida law, which ever is greater. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to errors or omissions which fall below the recognized standard of care, without cost to City. The Consultant shall also be responsible for all damages resulting from the Consultant's documents. Payment in full by the City for services performed does not constitute a waiver of this representation.
- 10.4 All services performed by the Consultant shall be to the satisfaction of the City. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties and disputes of whatever nature that may arise under this Agreement. The City's decision on all claims or questions is final.

- 10.5 The Consultant warrants and represents that all of its employees, other consultants and sub-consultants are treated equally during employment or retention without regard to race, color, religion, gender, age or national origin.
- 10.6 The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Consultant any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this representation, the City shall have the right to cancel this Agreement without liability to the Consultant or any third party. Execution of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of this Agreement

ARTICLE 11

NOTICES

All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated or as may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the date of actual receipt.

Consultant:

City:

City of Miami Gardens
1515 N W 167th Street; Bldg. 5 Suite 200
Miami Gardens, Florida 33169
Attention: City Manager

With a copy to:

City Attorney
1515 N W 167th Street; Bldg. 5 Suite 200
Miami Gardens, Florida 33169

ARTICLE 12

AUDIT RIGHTS

The City reserves the right to audit the records of the Consultant covered by this Agreement at any time during the execution of the Services and for a period three (3) years after final payment is made for any Work performed.

ARTICLE 13

SUBCONTRACTING

- 13.1 No Services shall be subcontracted, assigned, or transferred under this Agreement without the prior consent of the City, which consent maybe withheld.
- 13.2 The Consultant shall be fully responsible to the City for all acts and omissions of any agents or employees, or approved subcontractors. Subcontractors shall have appropriate general liability, professional liability, and workers' compensation insurance, or be covered by Consultant's insurance. Consultant shall furnish the City with appropriate proof of insurance and releases from all subcontractors in connection with the work performed.

ARTICLE 14

TERMINATION

- 14.1 The City retains the right to terminate Consultant's services and/or this Agreement, with or without cause, upon ten (10) days written notice, at any time prior without penalty. City shall only be responsible to pay the Consultant for any service actually rendered up to the date of termination. Consultant shall not be entitled to any other amounts or damages, including but not limited to anticipated profits or consequential damages, special damages or any other type of damages upon termination by the City pursuant to this Article.
- 14.2 It is understood by the City and Consultant that any payment to Consultant shall be made only if Consultant is not in default under the terms of this Agreement.
- 14.3. Upon receipt of a Termination Notice and except as otherwise directed by the City, Consultant shall:
 - 14.3.1 Stop work on the date and to the extent specified.
 - 14.3.2 Terminate and settle all orders relating to the terminated work.
 - 14.3.3 Transfer all work in progress, completed work, and other materials related to the terminated work to the City.

ARTICLE 15

DEFAULT

- 15.1 An event of default shall mean a breach of this Agreement by the Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

Consultant has not performed services on a timely basis;

Consultant has refused or failed to supply enough properly skilled Personnel;

Consultant has failed to make prompt payment to subcontractors or suppliers for any services after receiving payment from the City for such services or supplies;

Consultant has failed to obtain the approval of the City where required by this Agreement;

Consultant has failed in any representations made in this Agreement; or

Consultant has refused or failed to provide the Services as defined in this Agreement.

Consultant has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within 90 days of such date.

15.2 In an Event of Default, the Consultant shall be liable for all damages resulting from the default, including:

- ☐ The difference between the amount that has been paid to the Consultant and the amount required to complete the Consultant's work, provided the fees by the firm replacing the Consultant are reasonable and the hourly rates do not exceed the Consultant's rates. This amount shall also include procurement and administrative costs incurred by the City.
- ☐ Consequential damages and Incidental damages.

15.3 The City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

ARTICLE 16

INDEMNIFICATION

16.1 The Consultant shall defend, indemnify and hold harmless the City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or

intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. One percent (1%) of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

ARTICLE 17

INSURANCE

17.1 Throughout the term of this Agreement, the Consultant shall maintain in force at its own expense, insurance as follows:

17.1.1 Workers' Compensation: Workers' Compensation Insurance with statutory limits, including coverage for Employer's Liability, with limits not less than \$1,000,000.

17.1.2 General Liability: Commercial General Liability with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property damage including coverage for contractual liability, personal injury, broad form property damage, products and completed operations that could arise directly or indirectly from the performance of this Agreement. No more than a \$10,000.00 deductible for combined single limit for bodily injury liability and property damage liability. This coverage is required by the Consultant and any subcontractor or anyone directly or indirectly employed by either of them. The City shall be named additional insured.

17.1.3 Automobile Liability: Comprehensive or Business Automobile Liability Insurance with not less than \$500,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for owned, hire and non-owned vehicles as applicable. The Consultant and any of its approved subcontractors shall take out and maintain this insurance coverage against claims for damages resulting from bodily injury, including wrongful death and property damage which may arise from the operations of any owned, hired or non-owned automobiles and/or equipment used in any endeavor in connection with the carrying out of this Agreement. The City shall be named as an additional insured.

17.1.4 Professional Liability: The Consultant, its officers, employees and agents will provide the City a Certificate of Insurance evidencing professional liability insurance with limits of not less than \$1,000,000 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under

this Agreement and any deductible is not to exceed \$25,000 for each claim. Consultant represents it is financially responsible for the deductible amount.

The Consultant shall maintain professional liability insurance during the term of this Agreement and for a period of four (4) years from the date of completion of each Project. In the event that Consultant goes out of business during the term of this Agreement or the four (4) year period described above, Consultant shall purchase Extended Reporting Coverage for claims arising out of Consultant's negligent acts errors and omissions during the term of the Professional Liability Policy.

17.1.5 The Consultant agrees to notify the City within five (5) business days of coverage cancellation, lapse or material modification by written notice to the Procurement Division by Fax: 305-474-1285 or e-mail: pthompson@miamigardens-fl.gov.

17.1.6 The insurance policy coverage as outlined herein shall remain in effect for the entire contract period. In the event of coverage cancellation, non renewal, material change, modification or lapse of coverage, Consultant shall notify the City within five (5) business days with written notice of such to the Procurement Division by Fax: 305-474-1285 or e-mail: pthompson@miamigardens-fl.gov

All original renewal or replacement certificates of insurance specific to the contract/agreement/award shall be forwarded to the Procurement Division.

17.1.7 Subcontractors Insurance: Each subcontractor shall furnish to the Consultant two copies of the Certificate of Insurance and Consultant shall furnish one copy of the Certificate to the City, and shall name the City as an additional insured.

17.2 All insurance policies required of the Consultant shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida. The City may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Consultant and the insurance carrier.

17.3 The required insurance shall be proved under occurrence-based policies, which Consultant shall maintain continuously throughout the term of this Agreement

17.4 Any deductibles or self-insured retentions must be declared to and approved by the City Manager or designee prior to the start of work under this Agreement. The City reserves the right to request additional documentation, financial or other such documentation as well as such additional insurance as the City Manager deems appropriate, prior to giving approval of the deductible or self-insured retention and prior to executing the Agreement. The City manager or designee, prior to the change taking effect, must approve any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy.

ARTICLE 18

ATTORNEYS FEES

- 18.1 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 19

CODES, ORDINANCES, AND LAW

- 19.1 The Consultant shall abide and be governed by all applicable local, state and federal codes, ordinances, and laws, rules, regulations and directives regarding the Consultant's Services.

ARTICLE 20

ENTIRETY OF AGREEMENT

- 20.1 This Agreement and its attachments constitute the sole and only Agreement of the parties and sets forth the rights, duties, and obligations of each party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

ARTICLE 21

NON-EXCLUSIVE AGREEMENT

- 21.1 The professional services to be provided by the Consultant pursuant to this Agreement shall be nonexclusive, and nothing shall preclude the City from engaging other firms to perform similar professional services.

ARTICLE 22

GOVERNING LAW; VENUE

- 22.1 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida.

ARTICLE 23

INDEPENDENT CONTRACTOR

- 23.1 Consultant and its employees and agents shall be deemed to be independent contractors, and not City agents or employees. The Consultant, its employees or agents shall not attain any rights or benefits under the City's retirement plan nor any rights generally afforded the City's classified or unclassified employees. The Consultant shall not be deemed entitled to the Florida Workers' Compensation benefits as a City employee.

ARTICLE 24

NONDISCRIMINATION

- 24.1 Consultant agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

ARTICLE 25

AMENDMENTS

- 25.1 No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

ARTICLE 26

CONDUCT/CONFLICT OF INTEREST

- 26.1 Consultant covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with contractors or vendors providing professional services on projects assigned to the Consultant, except as fully disclosed and approved by the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 27

OTHER PROVISIONS

- 27.1 Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- 27.2 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same of any other provision, and no waiver shall be effective unless made in writing.
- 27.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with Florida law. If not modifiable to conform with such law, then it shall be deemed severable, and in either

event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

27.4 This Agreement is binding upon the parties hereto their heirs, successors and assigns.

27.5 The preparation of this Contract has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties further intention that this Contract be construed liberally to achieve its intent.

27.6 This Agreement may not be assigned by the Consultant

Remainder of Page left blank

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

Consultant: _____

CITY OF MIAMI GARDENS

By: _____

By: _____

Name: _____

City Manager

Title: _____

WITNESS:

ATTEST:

Corporate Secretary

City Clerk

Seal:

APPROVED AS TO FORM:

City Attorney

EXHIBIT “A”

CONSULTANT COMPENSATION RATES

1. Fee estimate for projects with a total construction cost up to \$1,000,000.00 for project profiles as stated in the scope of project:

Architectural/Engineering costs — % of the Lump Sum of the Estimated Construction Cost or the negotiated Lump Sum based on the calculated Direct Labor costs plus Overhead for work by all disciplines including Profit

All costs to provide basic services in Section 2.3 shall be included

2. A multiplier which will be applied to direct labor rates as a factor to compensate the Consultant for fringe benefits, overhead, plus reasonable margin for contingencies, interest on invested capital, readiness to serve and profit. The multiplier shall also include in full all internal direct and indirect expenses for the project(s) which include, but not limited to, for example, in house duplicating, facsimile, telephone, check prints, postage, tri-county travel and required copies and electronic copies as stated herein.
3. List Consultant’s hourly rate schedule for all personnel for project(s) below. Consultant shall provide direct labor rate only. If additional space is required please attach additional pages

Personnel	Direct Labor Rate

Subconsultant @ cost +1.5% for overhead & profit inclusive. No reimbursement for normal office procedures including but not limited to facsimiles, photo copies, regular postage, local mileage, blueprints and digital copies shall be due to Consultant under the terms of this agreement.

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service from businesses that are not located within the City of Miami Gardens are received by the City for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, General Information, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain Consultant for a period of up to 150 days in order to allow the City of Miami Gardens adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Consultant as its act and deed and that the Consultant is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, Consultant or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Miami Gardens or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

BY:

Sworn to and subscribed before me
This _____ day of
_____, 20____

Signature

Name & Title, Typed or Printed

Notary Public

Mailing Address

State of _____

City, State, Zip Code

(____) _____
Telephone Number Email Address

(____) _____
Facsimile Number

PROJECT: CONTINUING ARCHITECTURAL/ENGINEERING SERVICES

OWNER: CITY OF MIAMI GARDENS

CONSULTANT:

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The City of Miami Gardens shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the City.
- C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of his knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the proposer.
- D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Pam Thompson, CPPO, Procurement Manager, facsimile: (305)474-1285, e-mail: pthompson@miamigardens-fl.gov.

QUESTIONNAIRE

Proposer's Name: _____

Principal Office Address: _____

Official Representative: _____

Individual

Partnership (Circle One)

Corporation

If a Corporation, answer this:

When Incorporated: _____

In what State: _____

If Foreign Corporation:

Date of Registration with
Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: _____

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors:

If a Partnership:

Date of Organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

Name

Address

1. _____

2. _____

3. _____

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: _____

2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

Yes ()

No ()

If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

If yes, please explain:

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form _____ (have) _____ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:
 - A. List all pending lawsuits:
 - B. List all judgments from lawsuits in the last five years:
 - C. List any criminal violations and/or convictions of the proposer and/or any of its principals:
 - D. List any criminal violations and/or convictions of the proposer and/or any of its principals:
7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The proposer understands that information contained in this Questionnaire will be relied upon by the City of Miami Gardens in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City Manager.

The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Gardens Police Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated _____, **20**__

CONSULTANT:

By _____
Its _____

Sworn to and subscribed before me this _____ day of
_____, 20__

Notary Public

My Commission Expires:

AFFIDAVIT FOR CORPORATION

State of _____

County of _____

_____,
is _____ (title) _____ of _____ the
_____ (corporation described
herein) being duly sworn, deposes and says that he is familiar with the books or
the said corporation showing its financial position; that the foregoing statements
are a true and accurate statement of the financial position of said corporation as
of the date hereof; and, that the statements and answers to the interrogatories of
the foregoing experience questionnaire are correct and true as of the date of this
affidavit and, that he understands that intentional inclusion of false, deceptive or
fraudulent statements on this application constitutes fraud; and, that the City of
Miami Gardens considers such action on the part of the applicant to constitute
good cause for denial, suspension or revocation of a existing work or contracts
being performed by the Contractor for the City of Miami Gardens.

(Officer must also sign here)

Sworn to me before this _____ day of 20_____,
by _____ (name of affiant). He/she is personally known to me
or has produced _____ (type of identification) as identification.

(Notary)

SEAL

AFFIDAVIT FOR INDIVIDUAL

State of _____

County of _____

_____ being duly sworn, deposes and says that the foregoing financial statements are a true and accurate statement of his financial position as of the date thereof, and that the answers to the interrogatories contained therein are true; and, that the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the City of Miami Gardens considers such action on the part of the applicant to constitute good cause for denial for bidding on City construction projects or the suspension or revocation of existing work or contracts being performed by the Contractor for the City of Miami Gardens, Florida.

(Applicant)

Sworn to me before this _____ day of 20____,
by _____ (name of affiant). He/she is personally known to me
or has produced _____ (type of identification) as identification.

(Notary)

SEAL

AFFIDAVIT FOR CO-PARTNERSHIP

State of _____

County of _____

_____ is a member of the Consultant of _____, being duly sworn deposes and says that the foregoing financial statements are a true and accurate statement of the financial position of said Consultant as of the date thereof, and that the answers to the interrogatories contained therein are true; and, that the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the City of Miami Gardens considers such action on the part of the applicant to constitute good cause for denial for bidding on City construction projects or the suspension or revocation of existing work or contracts being performed by the Contractor for the City of Miami Gardens, Florida.

(Member of Consultant)

Sworn to me before this _____ day of 20_____,
by _____ (name of affiant). He/she is personally known to me
or has produced _____ (type of identification) as identification.

(Notary)

SEAL

City of Miami Gardens
Procurement Department

Ordinance 2011-01-243, establishes a program enabling the City to collect relevant data to determine if Minority Business Enterprises that are eligible and qualified to perform services on behalf of the City, are being given the opportunity to provide these services.

Contractor Name: _____

Address: _____

Federal ID: _____

Phone: _____ Email: _____

Is the principal owner(s) of the company any of the following?

_____ African American _____ Hispanic _____ Asian _____ Native American

Are Sub-Contracting opportunities available with this contract? _____ Yes _____ No

If yes, insert the sub contractor's information in the chart below.

Company Name, Address, Phone & Email	Type of Ownership	Trade or Services to be performed
	BM – African Am	
	HM – Hispanic	
	AM – Asian	
	NM – Native Am.	

Is your company currently certified as a Minority Business Enterprise? _____ Yes _____ No

If yes, which entity issued the certification? _____

It is hereby certified that the following information is true and accurate account of contacts and responses for sub-contracting opportunities on this contract

Signed _____ Name/Title _____
Date _____

This form must be submitted with the bid or proposal

Part II	Certification
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Signature of U.S. person </div> <div style="width: 35%; text-align: right;"> Date ► </div> </div>

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.